

Memorandum of Agreement
on
Technical Cooperation in Meteorology, Oceanography and Hydrology
Between the
National Oceanic and Atmospheric Administration
of the
United States of America
and the
Bureau of Meteorology of Australia

The National Oceanic and Atmospheric Administration (NOAA) of the United States of America, and the Bureau of Meteorology (Bureau) of Australia, hereinafter referred to as the Parties:

Pursuant to the Agreement Relating to Scientific and Technical Cooperation between the Government of the United States of America and the Government of Australia signed at Canberra on 28 February 2006;

Noting that both Australia and the United States of America are members of the World Meteorological Organization and have common interests in meteorology and operational hydrology, including mutual commitments to support activities of the Global Earth Observation System of Systems in a manner that builds on and strengthens the existing global systems;

Recognizing the importance of scientific and technical cooperation in meteorology, oceanography and hydrology;

Recognizing that such cooperation has mutual benefits for both countries;

Understanding the importance of promoting a closer working relationship to address environmental issues of common concern; and

In accordance with the laws and regulations of each country, have mutually agreed as follows:

Purpose of Memorandum

The purpose of this Memorandum of Agreement (MOA) is to document arrangements and understandings that facilitate the cooperation and coordination of activities and programs in meteorology, oceanography and hydrology.

The broad objective of the cooperation is to allow the exchange of scientific resources, personnel and technical knowledge on the basis of equality, reciprocity, and mutual benefit, which support the improvement or development of meteorological, oceanographic and hydrological services for both Parties.

Scope of Cooperative Activities

Cooperative activities are specific projects undertaken by NOAA and the Bureau and their subsidiary entities. Activities may include, but are not limited to, such areas as:

1. Activities that support the improvement in capability to deliver meteorological, oceanographic, hydrological and related activities that will assist in disaster mitigation;
2. Activities that support the improvement of meteorological forecasts and services;
3. Activities that support the improvement of hydrological forecasts and services;
4. Activities that enhance the understanding of the role of the regional meteorology on hemispheric and global weather and climate;
5. Studies that support data collection, data sharing, compilation and processing;
6. Studies that support meteorological, hydrological and climate research;
7. Activities that allow the collaborative and mutual exchange of scientific and technical talent for the enhancement of mutual project objectives;
8. Activities for the conduct of appropriate meetings, workshops and conferences for the mutual exchange of scientific and technical knowledge and ideas; and
9. Activities that support one or more international objectives as identified in international fora in which NOAA and the Bureau and cooperating entities participate.

Responsibilities of the Parties

The Parties are responsible for coordinating and engaging with other organizational entities in their own countries, as appropriate and necessary, for the completion of the tasks designated pursuant to this MOA.

Each Party is to provide staff, facilities, and other support necessary for implementation of projects as mutually determined by the Parties. All activities of this MOA will be subject to the availability of personnel and appropriated funds and will be in accordance with the domestic laws and regulations of the Parties.

These responsibilities may include:

1. Management and coordination of activities undertaken under the auspices of this MOA;
2. Designation of appropriate officials to manage and coordinate joint activities; and
3. Provision of all necessary arrangements to facilitate entry to and exit from its country's territory of personnel and equipment of the other country, engaged in or used in projects under this MOA.

Implementing Arrangements

Specific cooperative activities, including tasks, responsibilities, and related conditions to be conducted under this MOA, will be embodied as Implementing Arrangements to this MOA and will be signed by the Parties. Cooperative programs established under this MOA will be coordinated through the heads of the two Parties or their designees. Coordinators and bi-national working groups may be appointed, as required, to consider and act on matters related to the implementation of this MOA.

Periodic reports, as required, should be submitted to the heads of the two Parties or their designees. Such reports should outline future activity areas, represent proceedings of working groups, seminars or meetings, and document the progress and results of a particular project or program.

Responsibilities for the payment of costs of the cooperative activities authorized by this MOA shall be decided by mutual agreement on a case-by-case basis. Reimbursable financial arrangements, when deemed appropriate to carry out specific projects, will be outlined in the Implementing Arrangements agreed to under this MOA. It is generally expected that for mutual bilateral exchanges, the dispatching Party shall cover all travel-related costs including the expense of lodging, board and transportation consistent with each Party's rules on reimbursing travel expenses.

Intellectual Property

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this MOA shall be governed by the provisions of Annex I of the Scientific and Technical Agreement.

Dissemination of Non-proprietary Information

Scientific and technological information of a non-proprietary nature arising from cooperative activities under this MOA shall be made available, unless otherwise agreed in an Implementing Arrangement pursuant to this MOA, to the world's scientific community through customary channels and in accordance with the laws, regulations and procedures of the Parties.

The application or use of any information exchanged or transferred between the Parties under this MOA will be the responsibility of the receiving Party. The supplier does not guarantee the suitability of such information for any particular application.

Settlement of Disputes

Any disputes regarding interpretation or implementation of this MOA or its associated Implementing Arrangements will be resolved through mutual discussion between the Parties.

Entry into Force

The MOA will enter into force on the date of receipt of the last written notification by which the Parties notify each other of the completion of their respective internal procedures required for entry into force. The MOA shall be effective for 5 years from the date of such notification and will automatically be extended for an additional period of five years, unless either Party notifies the other Party, in writing, of its intention to terminate the MOA. Such notice of termination will be provided at least three months prior to the expiration of the initial 5 year term.

The Memorandum of Agreement may be terminated at any time by either Party upon three (3) months' written notice to the other Party.

Termination of the MOA will not affect projects or programs undertaken or being performed thereunder and not completed before such termination.

Amendment of the Memorandum

This MOA may be amended by mutual written agreement of the Parties.

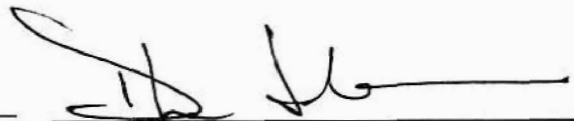
Done in two originals in the English language.

**FOR THE AUSTRALIAN
GOVERNMENT BUREAU OF
METEOROLOGY**

**FOR THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
OF THE UNITED STATES OF
AMERICA**



Dr Geoff Love



Brig.Gen. D.L. Johnson, USAF(Ret.)

DATE: 24 March 2006

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PLACE: Melbourne

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